

Instructions & Checklist Service Agreement

- This package contains: (1) Instructions and Checklist for the Service Agreement (the “Agreement”); (2) Information about the Agreement; and (3) the Agreement itself.
- Both the owner and contractor must sign the Agreement. Because both parties will want to retain an original, two originals should be signed.
- The Agreement should be signed at the beginning of the term of service.
- This form should not be used if the contractor is considered an employee of the owner.
- If you like, you can erase the italicized statements on the agreement. These are just instructions to help you complete it..
- These forms are not intended to be and are not a substitute for legal advice. These forms should only be a starting point for you and should not be used or signed before first consulting with an attorney to ensure that they address your particular situation. An attorney should be consulted before negotiating any document with another party.
- The purchase and use of these forms is subject to the “Disclaimers and Terms of Use” found at findlegalforms.com.

Information

Service Agreement

A service agreement is an agreement between a contractor, who will provide services, and a property/business owner. These services may vary wildly, ranging from such things as gardening, to cleaning a house, to repairing a deck, to installing a garage door opener.

A service agreement is helpful because it provides the terms and conditions of the arrangement. What is involved in the project? How much will the contractor get paid? How will the arrangement end? When should the project be completed? These are all questions that will be answered in the service agreement. In addition, the service agreement will reaffirm that an employer/employee relationship is not created.

The following service agreement can be used for a one-time project or for on-going services. In a few cases, you will need to choose the provision that applies to your situation.

Employment relationships are governed by both federal and state law. Many of the state laws differ dramatically, therefore the owner and the contractor should become familiar with the laws of their specific state and the federal government before entering into this type of arrangement. In addition, before using the form you should always consult with your attorney to ensure that it addresses your specific situation.

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is dated as of _____, 20____, by and between _____ ("Contractor") and _____ ("Owner") (collectively the "Parties").

The Parties agree as follows:

1. SERVICES: The Contractor will perform the services described below:

2. TIME OF COMPLETION: *(Mark the applicable provision):*

The services described above shall be commenced on or before _____, 20__, and shall be substantially completed by _____, 20__. Time is of the essence.

The services described above are ongoing, and shall be completed _____. *(e.g. weekly, bi-weekly, daily, etc.).*

3. PAYMENT: *(Mark the applicable provision):*

The Owner shall pay the Contractor for the material and labor to be performed under the Agreement the sum of _____ Dollars (\$_____). *(This is more appropriate for a one-time project)*

The Owner shall pay the Contractor _____ Dollars (\$_____) per _____. *(e.g. week, month, per session, etc.--this is more appropriate for ongoing services)*

The payments shall be paid in the following manner:

(Here you will need to describe how the payments will be made. Will you make the payments weekly, at the completion of the project, etc.)

4. Other Expenses: The Owner shall reimburse the Contractor for the following expenses only: _____

(If none, write "none.")

5. General Provisions:

(a) All work shall be completed in a workmanship like manner, and if applicable, in compliance with all building codes and other applicable laws.

(b) To the extent required by law all work shall be performed by individuals duly licenses and authorized by law to perform the work.

(c) Contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees.

(d) In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of dispute.

(e) Contractor shall not be liable for any delay due to circumstance beyond its control.

(f) Contractor is an independent contractor and not an employee of Owner.

(g) Any changes to this document must be signed by both Contractor and Owner.

OWNER:

Signature

Name (please print)

Title (if applicable)

CONTRACTOR:

Signature

Name (please print)

Title (if applicable)